



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

| | | | | | | | |
|---|-------------------------------------|--------------|--|----------------|----------|------------------------|--------------------------|
| E | <input checked="" type="checkbox"/> | New | Vendor Code | | Dept. | Contract Number | |
| M | <input type="checkbox"/> | Change | BLACKVE785 | | SC | A | |
| X | <input type="checkbox"/> | Cancel | | | | | |
| County Department | | | | | Dept. | Orgn. | Contractor's License No. |
| Countywide | | | | | | | |
| County Department Contract Representative | | | | | Ph. Ext. | Amount of Contract | |
| Mark R. Bergthold | | | | | 387-5923 | NOT TO EXCEED \$40,000 | |
| Fund | Dept. | Organization | Appr. | Obj/Rev Source | Activity | GRC/PROJ/JOB Number | |
| SKV | 105 | | | 2445 | | | |
| Commodity Code | | | Estimated Payment Total by Fiscal Year | | | | |
| | | | FY | Amount | I/D | FY | Amount |
| Project Name | | | | | | | |
| Rate Modeling | | | 02/03 | \$20,000 | | 03/04 | \$20,000 |
| | | | | | | | |

THIS CONTRACT is entered into in the State of California by and between BOARD GOVERNED SPECIAL DISTRICTS AND COUNTY SERVICES AREAS, hereinafter called the **District**, and

Name

Black and Veatch

hereinafter called **CONSULTANT**

Address

201 South Lake, Suite 803

Pasadena, CA 91101

Phone

Birth Date

(626) 583-1882

Federal ID No. or Social Security No.

43-1833073

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

ARTICLE 1. THE PROJECT

1.1 Scope of Work

District does hereby engage Consultant to perform for District under the terms and conditions in this Contract all required services relative to updating the Special Districts Department's ("Department") existing sewer rate and water rate models for fiscal year 2003-2004, training for new staff, assistance with presentation materials and assistance with fiscal year 2004-2005 budget preparation ("Project"). For specific Tasks, see Attachment "A" that is hereby made a part of this Contract.

1.2 Consultant's Fee

- District agrees to pay Consultant, an amount not to exceed Forty Thousand Dollars, (\$40,000.00) in accordance with the Fee Schedule on Attachment "B" that is hereby made a part of this Contract. All reimbursables are included in this amount.
- If the scope of the Project is revised, the fee shall be revised by negotiation between the District and Consultant and approved by the Board of Supervisors prior to the Consultant commencing such work.

- c. The District shall compensate the Consultant based upon Consultant's invoices submitted not more frequently than monthly, as approved by the District.

1.3 Term

Consultant shall complete all Tasks included on Attachment "A" by June 30, 2004.

ARTICLE 2. BASIC SERVICES OF CONSULTANT

2.1 General Services

The services to be rendered by the Consultant shall consist of all such services as customarily performed, specifically including, but not limited to, the following:

- a. Process all matters relating to this Project through a single point of contact at the Department.
- b. Consult with authorized employees, agents, and representatives of the Department.
- c. Cooperate with other Consultants.
- d. Make field trips as required to review existing site conditions to properly prepare reports or other documents.
- e. Attend meetings as scheduled by the Department.
- f. Contract for sub-consultants, at Consultant's expense, to the extent necessary for completion of the Project.
- g. Designate a principal or member of his staff satisfactory to the Department who shall, as long as his performance continues to be acceptable to the Department, be in charge of the required services of the Project through the completion of the Project.
- i. Obtain and set forth requirements of appropriate authorities, utility companies and other governmental agencies whose jurisdiction affects the design, or cost, of the Project.

ARTICLE 3. DOCUMENTS

All reports and other documents prepared by Consultant shall become and remain the property of District.

ARTICLE 4. TERMINATION OR SUSPENSION OF CONTRACT

- 4.1 District reserves and has the right and privilege of canceling, suspending or abandoning the contract or the execution of any work in connection with this Contract at any time upon written notice to the Consultant. The Consultant may terminate this Contract upon 30 days written notice to District, should the District substantially fail to perform in accordance with its responsibilities.
- 4.2 In the event of termination, all finished and unfinished design and research documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant shall, at the option of the District, become the property of the District.
- 4.3 In the event of termination, District shall pay to Consultant as full payment for all services actually rendered by the Consultant.

ARTICLE 5. INDEMNIFICATION

The Consultant agrees to indemnify, defend and hold harmless the County of San Bernardino and the District and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Consultant's acts, errors or omissions and for any costs or expenses incurred by the District on account of any claim therefore, except where such indemnification is prohibited by law.

ARTICLE 6. INSURANCE

Without in anyway affecting the indemnity herein provided and in addition thereto the Consultant shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- **Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to District that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- **Errors and Omissions Liability Insurance** - Combined single limits of \$1,000,000 for errors and omissions and \$3,000,000 in the aggregate. **OR**
- **Professional Liability** - Professional liability insurance with limits of a least \$1,000,000 per claim or occurrence.

Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the District, the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Except for the Errors and Omissions Liability and Professional Liability, Consultant shall require the carriers of the above required coverages to waive all rights of subrogation against the District, the County, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage - Consultant shall immediately furnish certificates of insurance to the District Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates

shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Consultant shall furnish certified copies of the policies and all endorsements.

Insurance Review The above insurance requirements are subject to periodic review by the District. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

ARTICLE 7. SUCCESSORS AND ASSIGNS

- 7.1 This Contract shall be binding upon District and Consultant and their respective successors and assigns.
- 7.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of District.

ARTICLE 8. NOTICES

Any notice may be served effectually upon the District by delivering it in person or by facsimile, or by depositing it in a United States mail deposit box with the postage thereon fully prepared and addressed to Emil Marzullo, Director of Special Districts Department, 157 West Fifth Street, San Bernardino, CA 92415, or any notice may be served effectually by delivering or mailing it addressed to any other place or places District or Consultant may designate, by written notice served upon the other.

ARTICLE 9. FEDERAL GRANTS, STATE GRANTS, PARTICIPATION

In the event a federal or state grant or other federal or state financing participates in the funding of this Project, the Consultant shall permit access to and grant the right to examine his books covering his work under this Contract. He shall comply with federal and/or state requirements as to work hours, overtime compensation, nondiscrimination, and contingent fees.

ARTICLE 10. NONDISCRIMINATION

In connection with the performance of Consultant pursuant to this Contract, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin. Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, ancestry, sex or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 11. WAIVER

Consultant shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the Contract by Consultant, and District may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due District from Consultant is determined. The waiver by either party or any breach to this Contract shall not constitute a waiver as to any succeeding breach.

ARTICLE 12. REPRESENTATIVES OF COUNTY

The Director of the Special Districts Department shall represent the District in all matters pertaining to the services to be rendered under this Contract including termination of this Contract and shall be the final authority in all matters pertaining to the Project.

ARTICLE 13. INDEPENDENT CONTRACTOR

The Parties hereto, in the performance of this Agreement, will be acting in their individual capacities and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever. Neither Party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other except as defined in this Agreement or as mutually agreed to under the terms of this Agreement.

ARTICLE 14. FORMER COUNTY OFFICIALS

Consultant agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Consultant. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of consultant. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

ARTICLE 15. INACCURACIES OR MISREPRESENTATIONS

If during the course of the administration of this Contract, the District determines that the Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the District is entitled to pursue any available legal remedies.

ARTICLE 16. CONFLICT OF INTEREST

CONSULTANT shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the COUNTY. CONSULTANT shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the COUNTY determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed, by the COUNTY and such conflict may constitute grounds for termination of the Agreement. This provision shall not be construed to prohibit employment of persons with whom CONSULTANT officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

ARTICLE 17. IMPROPER CONSIDERATION

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the District in an attempt to secure favorable treatment regarding this Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino, acting as the governing body for all Board governed Special Districts and County Services Areas, has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

► _____
County Counsel

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Presented to BOS for Signature

► _____
Department Head

Date _____

ATTACHMENT “A” TO BLACK & VEATCH CONTRACT

SCOPE

Task 1 –Review Department’s Update of Models

The Department will update the rate models with the actuals for the latest available year and the budgeted figures for FY 2003-04. Black & Veatch will review the Department’s update and provide recommendations for revenue adjustments and rates. The recommended rates will be presented to the Department in the form of tables for the various districts. Black & Veatch will assist the Department in the preparation of fiscal year 2004-05 budget.

Task 2 – Provide Assistance to Update Existing PowerPoint Presentations

Black & Veatch will update existing PowerPoint presentations used for district community meetings.

Task 3 – Meetings

Black & Veatch will meet with Department staff as needed to retrain new staff on use of the models, review progress of the update and discuss any new issues that may arise on a time and materials basis.

Task 4 – Summarize Findings in Letter Reports

As requested, Black & Veatch will draft letter reports summarizing findings on rate adjustments, mergers of districts, and other findings related to the rate study updates as needed.

Task 5 – Perform Miscellaneous Tasks

Upon request, Black & Veatch will provide miscellaneous services to the Department as needed to assist in the development, review and implementation of the various districts water and sewer rates, and perform miscellaneous services.

ATTACHMENT "B" TO BLACK & VEATCH CONTRACT

FEE SCHEDULE

| Update for San Bernardino Rate Models: 2003-2004 | No of Hours Per District | Est. Total Hours |
|--|-------------------------------------|-----------------------------|
| Review updated rate models for next fiscal year and assist with budget preparation for FY 04-05. (1) | 6 | 108 |
| Update PowerPoint Presentations | 2 | 36 |
| Draft Letter Reports | | 25 |
| Miscellaneous Services | | 50 |
| Project Management | | 20 |
| Meetings | | 40 |
| Estimated Total hours | | 279 |
| Rate per hour | | \$ 130 |
| Expenses | | \$ 3,730 |
| Total Cost | | \$ 40,000 |

(1) Assumes Department will update rate models.

Expenses include technology charges of \$10 per hour and travel expenses. Service will be provided on a time and materials basis.